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PART I.

IMPORTANT GOVERNMENT ORDERS.

GENERAL SECRETARIAT.

Sale of Forest Produce.

Issues revised rules regarding the ——.

ORDER No. I. C. 5869-80—FT. 42-22-8, DATED 24TH MARCH 1923.

It has come to the notice of Government, that officers responsible for holding auction sales do not exercise due diligence and care in conducting the sales and also fail to carry out the express rules and instructions laid down with the result that Government revenue is seriously affected, and loss of revenue also caused in certain cases.

2. The attention of the officers of the Forest Department is now expressly drawn to this important matter and Government also consider it necessary to review the rules relating to all forest sales in a comprehensive manner and give additional instructions to ensure essential compliance with the rules and proper safe guarding of revenue. Any officer who is found to be negligent in carrying out the duties will, in future, be held personally responsible for any loss in the revenue that may be caused to Government by neglect or omission.

3. Auction sales conducted by the Forest Department relate either to moveable property or to valuable rights—such as the right to collect various forest produce.

4. The main points to which attention has been paid in framing the rules regulating these sales are the following:—

(i) Fixing an upset price, bids below such not being accepted.
(ii) Proper publication of the place and date of the sale and the description of the property.
(iii) Conduct of sale by an officer duly authorised by rules and regulations in force.
(iv) Confirmation of sale by an officer superior in standing to the officer conducting the sale and
(v) In regard to the sale of a right, the taking of proper security from the purchaser to ensure that he fulfils the terms of his contract and collecting in advance a part of the contract amount.

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5. Appeals are also provided for against the confirmation of certain sales but sales when they are regularly held in accordance with the several rules prescribed by Government and are not vitiated by any irregularity, should not ordinarily be cancelled.

6. All forest produce is sold in one of the three following forms:—

(1) Sale by auction or tender;

(2) Sale for an upset price at Depots; and

(3) Sale by the issue of licenses granting the right to collect.

7. (*a*) *Auction sale of timber.*—This is regulated by Government Order No. R. 1715—Ft. 158-10-3, dated 18th September 1911, as modified by No. R. 2782—Ft. 45-12-3, dated 10th November 1912. In this case minimum prices are fixed by the Conservator of Forests and confidentially communicated to the sale conducting officer. The sale is held by the District Forest Officer or other Forest Officer not below the rank of a Sub-Assistant Conservator specially authorized in this behalf. The sale is subject to the confirmation of the Conservator when the proceeds exceed Rs. 500. Government consider it necessary that in order to safeguard their interests, timber sales, where the value exceeds Rs. 500 should be held by the District Forest Officer that the upset prices should be fixed by the Conservator of Forests invariably in each case and that resales on account of default of the original purchaser, should be held within one month of such default. In order to encourage large purchases by *bona fide* merchants and large consumers, the rules have been revised with a view to allow them reasonable time for payment of the value. The rules as proposed by the Conservator of Forests and revised by Government are appended to this order. (*Appendix IV.*)

The Conservator is authorised to advertise widely the sales of timber in a few important commercial newspapers as also in a few of the Madras and the Bombay Dailies.

In cases where the Conservator considers it desirable in the interests of the department to effect timber sales otherwise than by auction he should do so after obtaining the special orders of Government.

(*b*) *Retail sales in Depots.*—Retail sales of timber in the Depots to *bona fide* consumers may be continued as heretofore, the retail sale rates being fixed in each case with the sanction of Government.

8. (*a*) *Sale of Tangadi and Kakke Barks.*—This is regulated by Government Order No. I. C. 2128—Ft. 82-21-3, dated 30th September 1921. The sale is held by the District Forest Officer but it is subject to confirmation by the Conservator of Forests. The purchasers have to produce a certificate of solvency and after they purchase the right, they are required to execute an agreement before they are given the right of collecting the property. No transfer or sub-letting by the purchaser is permitted without the permission of the Conservator. An initial deposit of Rs. 500 is insisted upon as a security deposit and in addition the lessee has to pay one-fourth of the lease amount in advance, the balance of the bid amount being recovered in three equal instalments at intervals of four months each.

The Conservator of Forests says that in the rules approved in the order of the 30th September 1921 referred to above many defects which existed previously have been removed and that these rules now provide all the necessary safe-guards for the prevention of loss of revenue from this source. He proposes that with a view to increase revenue under this item and to deal directly with the actual exploiters of the produce, the produce in some of the important taluks of the Tumkur and the Chitaldrug Districts may be disposed of either *hobliwar* or *in even smaller units*. He adds further that it is necessary that unauthorised sub-letting should be prevented. Government approve of *hobliwar* sales or of smaller units as recommended; and as regards sub-letting they consider that such permission should be granted only in exceptional cases. The solvency of bidders should be carefully investigated before permitting them to bid and persons of doubtful solvency should not be allowed to bid. The officer confirming the sales should also exercise similar care before confirmining the sales. The revised rules are contained in *Appendix No. V* to this order.

(*b*) *Sales of Minor Forest Produce.*—Government consider that owing to the importance which the produce has since derived it is desirable and necessary that the sales should be conducted by the District Forest Officer at the District Headquarters once in two years alternating with the sales of *tangadi and kakke* barks. The dates of sales in the different districts should be so arranged by the Conservator of Forests that the intending bidders may be enabled to be present at the sales in all the districts.

A notification detailing the conditions of sale of this produce is appended to this order (*Appendix VI.*)

The *amarayi* produce as defined in Government Order No. I. C. 4482-9—Ft. 230-20-19, dated 17th February 1922 should be specifically excluded from these sales. Special mention should be made of this exclusion in the *mutchalika* to be obtained from the lessees.

9. In the following cases the sales should be conducted in the manner provided in the rules and instructions appended to this order :—

(i) Rules for the sale of ivory or elephat tusks (*Appendix I*).
(ii) Rules for the sale of elephants (*Appendix II*).

10. There are also the following other sales held by the Forest Department :—

(1) of the right to propagate lac ;
(2) of the right to collect *dhupa* seed and other produce and
(3) of the right to cut standing timber and fuel and other produce in the forests.

The Conservator is requested to frame a set of rules in respect of each of these sales and submit them for the orders of Government.

11. In certain recent cases of sales of *tangadi* and minor forest produce, it has been found that bidders did not come forward in the first instance with proper bids but offered higher bids later on after the auction was over. The sales must have a finality so long as they are regularly held ; but if there is a combination or other circumstance that is calculated to cause a fall in the revenue, orders should be obtained for a resale. In cases where the sale proceeds fall below the average realizations of the previous three years by ten per cent or more and such fall is more than Rs. 500 orders of Government should be obtained for a resale. In other cases where the fall is 10 per cent or more from the average but does not exceed Rs. 500 the orders for a resale should be obtained from the Conservator of Forests. In all these cases, however, no individual applications should be entertained without a resale.

12. In order to secure uniformity of practice and to ensure that the correct procedure is followed in all cases, standard forms containing the conditions of sale corrected up to date should be submitted for the approval of Government in cases where they have not been approved by them and in cases where modifications have been introduced by this order. On approval the rules will be printed in the Government Press and supplied to the Conservator of Forests in Mysore.

13. With respect to the sales referred to in para 6 of this order which have not already been dealt with in this order in detail, such as sales by tender, the Conservator is requested to frame and submit for the approval of Government a suitable set of rules paying particular attention to the points mentioned in para 4 of this order.

G. ARAVAMUDU IYENGAR,
Secretary to Government.
General Department.

APPENDIX I.

NOTIFICATION FOR SALE OF IVORY.

It is hereby notified for general information that about ..... lbs. of ivory (elephant tusks) will be sold by public auction subject to the confirmation of the Conservator of Forests by the *District Forest Officer, Bangalore, conjointly with the officer in charge of the State Huzur Treasury, Bangalore,* at the State Huzur Treasury, Cubbon Park, Bangalore the sale commencing at 1 P.M., on 192 on the following conditions :—

(1) Each intending bidder is required to deposit a sum of Rs. 100 with the District Forest Officer and obtain a receipt from him before he is permitted to bid.
(2) The bids shall be at—so much per lb weight.
(3) The highest bidder shall ordinarily be the purchaser.
(4) The District Forest Officer can reject the highest or any bid without assigning any reason therefor.
(5) Should any lot be disputed the same will again be put up and resold immediately
(6) Immediately after the sale, each purchaser will be furnished with a memo showing the lots bought by him, their weight and the total amount due by him, with a challan, in duplicate to pay immediately into the Huzur Treasury 25 per cent of the purchase money. The duplicate chellan will, after payment be returned to the party by the Treasury Officer with a certificate of the payment into the Treasury of such amount.
(7) The deposit money of the unsuccessful bidders shall be returned immediately the sale is over.
(8) Within three days of the date of sale the balance of the purchase money should be paid into the Treasury and with the Treasury certificate the articles bought shall be claimed.
(9) In case of default of payment of either the $\frac{1}{4}$th of the money on the date of sale or the balance within the 3rd day of sale, as stated above, the money or the monies

already paid will be liable to be forfeited to Government by the District Forest Officer and the tusks resold at the discretion of the Conservator.

(10) While the purchaser has no right to any profit accruing from such resale, he shall be liable to be proceded against for loss, if any, by such resale and such loss shall be recoverable as an arrear of land revenue under Section 79 of Forest Regulation.

(11) The lots fully paid for shall be taken delivery of by the purchasers within three days of the payment of the full purchase money or within six days of the date of sale.

(12) The lots shall be weighed out to the purchasers and any excess or deficiency observed shall be paid for by or recovered from or made good to the purchasers as the case may be.

(13) After the close of the transaction, the initial deposit of the successful bidders will be returned.

Instructions for the collection and sale of elephant tusks collected in Government Treasuries in the State :—

1. All elephant tusks received in the District Treasuries in the State should be sent to the State Huzur Treasury at Bangalore, once in every six months, *i.e.*, in the months of March and September.

1. All such tusks collected in the State Huzur Treasury, Bangalore, every year should be sold by public auction by the District Forest Officer, Bangalore, in conjunction with the Treasury Officer, State Huzur Treasury, once every year, in convenient lots after reserving such quantity as may be required by the Director of Industries and Commerce in Mysore for supply at concession rates to inlay workers, under the orders of Government.

3. The exact date of the sale should be notified in the local newspapers and the official Gazette by the District Forest Officer, Bangalore, under instructions from the Conservator of Forests, so as to fit in with the annual auction sales of sandalwood in Coorg and in the Madras Presidency.

4. A tusk or a portion of a tusk may also be sold in retail by the Conservator of Forests between any two auctions at the highest rate secured at the last previous auction sale.

APPENDIX II.

NOTIFICATION FOR SALE OF ELEPHANT.

The undermentioned partly and fully trained elephants will be sold by public auction at 12 noon on the 192 by one of the Mysore Forest Officers.

Sl. No.	Sex	Approximate Height Ft.	In.	Probable age.	Remarks

2. The officer conducting the sale will reserve to himself the right of accepting or rejecting any bid without assigning reasons therefor.

3. Intending bidders, must deposit Rs. 500 with the officer conducting the sale before they are permitted to bid. Such deposits will be returned to the unsuccessful bidders at the close of the sale. The excess, if any, over and above the amount of the purchase will be returned to the purchasers concerned.

4. One-fourth of the sale amount shall be paid on the date of sale and the balance within three days from that date and the animal taken charge of soon after such payment. In default of payment of the ¼th value immediately after sale or of the balance of the full value within three days of the sale, the sale will be cancelled and the amount or amounts already paid, forfeited to the Government.

5. Thy Mysore Forest Department will not be responsible for the feed and keep of the animals sold, after three days from the date of sale.

6. The sale will be completed on payment of the ¼th of the bid amount and no risk attaches to the Mysore Government on account of any damage, etc, to the animal, once the bid is accepted and the priliminary purchase money is paid. But if the animal should die before the full payment within three days, the one-fourth amount already paid will be refunded.

Instruction.

This notification should be published in the *Mysore Gazette* and in one of the principal newspapers of both Madras and Bombay for the information of intending buyers.

APPENDIX III.

NOTIFICATION FOR SALE OF GRASS.

It is hereby notified for general information that the right of harvesting the grass crop in the undermentioned plantations and State Forests of the District up to the end of will be sold by public auction, on the dates and at the places specified against each Plantations or forest by the District Forest Officer subject to the confirmation by the Conservator when the valne exceeds Rs. 500.

Name of the taluk	Name of the Plantation or Forests	Area in acres	Distance from Taluk Headquarters or Railway Station	Place and date of sale

2. The successful bidder will be required to deposit twenty-five per cent of the purchase money, soon after the sale is closed and to pay up the balance together with the local cess at one anna per rupee, railway cess at and education cess at on the whole amount within seven days from the date of confirmation of the sale, failing which the deposit shall be forfeited to Government and the right resold at the risk of the first purchaser who will not participate, however in any gain, but will make good any loss sustained by Government, by such resale the deficit being recoverable as a revenue demand under Section 79 of the Mysore Forest Regulation. License to begin collection will be issued immediately after the confirmation of the sale and on the full payment of the sale amount together with the cesses thereon.

3. The purchaser shall not sublet the harvesting without previous sanction of the Conservator of Forests. When such sanction is accorded the sub-lesse will be bound by all the terms and conditions of the sale jointly and severally with the original purchaser. The purchaser shall furnish a list of men allowed to entert he plantations, etc., to cut and remove grass and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of fire in the plantations, etc., due either to himself or his men, which will be dealt with under the provisions of the Mysore Forest Regulation. He shall deposit a sum equivalent to 10 per cent of the purchase money for the due fulfilment of the lease and shall execute an agreement for that purpose.

4. The purchaser shall not scrape or dig the grass in the plantations, but shall only cut and remove it.

5. The grass crop in the plantations and the forests will be allowed to be only cut and removed between sunrise and sunset up to the end of the period stipulated, *viz.*, end of No grazing or storage of grass will be allowed in them.

6. The purchaser shall not interfere with any forest operation, such as planting, sowing and felling that the Forest Department may wish to conduct in the leased area. Should any damage be caused by such operations to the grass crop, he shall not be entitled to any compensation.

7. In the event of a breach of any of the conditons specified in the sale notice or agreement, the lease is liable to be cancelled, all the produce collected confiscated and a penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer and the security deposit or part thereof forfeited.

Instructions for the sale of the right of harvesting grass in State Forests and Plantations.

No sale should be held otherwise than under the rules contained in the notification. In case of sales by tender, necessary alteration may be made in the notification before advertising.

2. These rules will not apply to the leasing of grass to the British Military authorities, which is regulated by special Orders of Government.

3. The sale notification should be published in the *Mysore Gazette* and a brief advertisement should also be inserted in at least two local vernacular papers and an English daily.

4. It should also be notified in the neighbouring villages, copies of the Gazette Notification being invariably furnished to likely bidders individually.

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APPENDIX IV.

NOTIFICATION FOR SALE OF TIMBER.

The undermentioned quantities of timber will be sold by public auction under the following conditions at Depot—Forest by the commencing from the 192 (Here enter description and other particulars).

Each bidder shall place a deposit of Rs. 200 with the Officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are confirmed, those of successful bidders being lodged in the savings bank as security deposit.

7. The full value of all timber purchased shall be paid for within thirty days after the date of sale or within fifteen days after the date of the notice of confirmation of the sale whichever is later. In case of purchases above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 192 . The monies shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the 15th May the initial deposit as well as the other monies already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for, shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in Clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible and in no case should it be allowed to remain longer than 90 days after the 15th May 192 . Timber not removed after purchase, will remain in the depot at the risk of the purchaser from the date of the confirmation of sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale of the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

Departmental Instructions for sale of timber by auction.

After due publication in the Gazette and advertising in brief in important news-papers, every auction sale shall be held by the officer in charge of the District or other Forest Officer not below the rank of a Sub-Assistant Conservator deputed by the District Forest Officer. In cases where the value of the timber sold exceeds Rs. 500 the auction should be held by the District Forest Officer or a Special Forest Offieer appointed for the purpose.

2. Subject to minimum prices which should be fixed in each case by the Conservator of Forests which shall in no case be less than the cost of collection and transport and which shall not be divulged, the officer conducting the sale may knock down the lot to the highest bidder in the absence of special reasons to the contrary.

3. Resales on account of default in payment of one-tenth value shall be held immediately on failure to pay the amount and in other cases within one month from the date of default.

APPENDIX V.

Notification for sale of Tangadi and Kakke Barks.

It is hereby notified for general information that the exclusive right of collecting *Tangadi* (*Cassia auriculata*) and *Kakke* (*Cassia fistula*) barks on all Government unoccupied lands and State Forests from 1st July 19 to 30th June 19 in the following taluks will be sold talukwar, Firkwar or villagewar by public auction by the District Forest Officer on the.....June 19 at the District Forest Office.....District.

Taluk.	Remarks.
	Includes produce on all Government unoccupied lands, Amrut Mahal kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. The auction will commence at 2 P.M. and if it is not concluded on the same day, will be continued from day to day at the same hour until concluded.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid, unless he (1) produces a certificate from the Amildar of the Taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided for in clause 5, and (2) deposits also with the officer holding the sale a sum of Rs. 200 which must except under unavoidable circumstances, be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be sufficient authority for him to bid at auction sales in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in cases the party named therein happens to be the highest bidder obtaining in lieu thereof if he wishes, a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchases made in the sales of other divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Conservator of Forests or the District Forest Officer as the case may be, who at his discretion may accept or reject the highest or any other bid without assigning any reason therefor.

7. The highest bidder shall immediately after the close of the sale credit into the Government Treasury one quarter of the total sale amount including the deposit already

made together with local, railway and other cesses at the full lease amount at the rates prevailing in the district. In default, the deposit already made will be forfeited and the right resold: Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accuring therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all monies paid will be refunded to the party.

9. Within fifteen days of the intimation of confirmation of the sale the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount whichever is less for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both the contract will be cancelled all the monies already paid forfeited to Government and the right resold at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation.

N.B.—The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows:—

1st instalment on or before 1st November 192
2nd Do do 1st March 192
3rd Do do 1st July 192

In default to pay the instalments on due dates, his contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of Land Revenue, under Section 79 of the Mysore Forest Regulation, or any other law for the time being in force.

Further conditions to be entered in the agreement:—

(*a*) The lessee shall hold himself responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sub-let it to others, without the previous sanction of the Conservator.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and to permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease and officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector respectively.

(*g*) The lessee shall render every month to the District Forest Officer an account of the number of cart loads of *tangadi* and *kakke* barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case each cart load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The depulicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

N.B.—Forest forms 84 and 85 shall be used.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation irrespective of any action that may be taken under the contract. They shall remove out of the District before the 31st July 192 all bark collected and stored under the terms of this lease.

(*k*) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forest during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognized right of inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced, at the discretion of the Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor.

APPENDIX VI.

NOTIFICATION FOR SALE OF MINOR FOREST PRODUCE.

It is hereby notified for general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrut Mahal kavals, State Forests, reserved lands and plantations for two years from 1st July 19 to 30th June 19 will be sold talukwar by public auction by the District Forest Officer on the dates and at the places specified below:—

Name of taluk	Place of sale	Date of sale	Remarks
			Excludes the produce of inam, jodi, kayamgutta, sarvamanya, kandayam and other lands, which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department. Village amarayi consists of the following ten kinds of produce found in the assessed waste, gomal and kharab lands, govtana and other lands set apart for communal purposes. 1. Hunse 2. Mavu 3. Seege 4. Cocoanut 5. Hippe 6. Nerle 7. Halasu 8. Jali 9. Byala 10. Honge seeds and leaves.

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

1. Tamarind fruit
2. Seegekayi
3. Gum
4. Honey
5. Beeswax
6. Kapilarang
7. Gerubija or marking nut
8. Woodapple
9. Lichens
10. Maradipoppe or charpoppu
11. Horns
12. Hides
13. Tarikayi
14. Gallnut
15. Antavaladakaki
16. Kanchagache seeds
17. Guricharlue
18. Wild castor seeds
19. Kan pepper
20. Kan cardamom
21. Nirsani buds
22. Halmaddi
23. Hulgal seeds
24. Cinnamon seeds
25. Vatehulli
26. Bende fibre
27. Wild Olive
28. Silk cotton
29. Krichal (State Forest)
30. Pith
31. Linseed
32. Bolar bark
33. Pot stone
34. Rampatre or kanpatre
35. Jungle saffron
36. Patanga
37. Maddi
38. Chilladabija
39. Chagache bija
40. Guggala
41. Custard apple
42. Neem seeds
43. Cashewnut
44. Pappilichekke
45. Hippeseeds
46. Mango fruits
47. Kalluhuvu
48. Makliberu (State Forest)
49. Sogadeberu (State Forest)
50. Kakkekayi
51. Somechakke
52. Lebi fruit
53. Inglara
54. Nili seeds

N.B.—The District Forest Officers will omit such of them as are not found in their districts and add such as are necessary to be added.

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (i) produces a certificate from the Amildar of the Taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided for in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale, and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sales in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale, in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes, a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Conservator of Forests, or the District Forest Officer, as the case may be who at his discretion may accept or reject the highest or any other bid without assigning any reason therefor.

7. The successful bidder shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with local, railway and other cesses on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all monies paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value, procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank

deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force for the time being.

N.B.—The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows :—

First instalment	on or before	1st November 19
Second	do	1st March 19
Third	do	1st July 19

In default to pay the instalments on the due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others, without the previous sanction of the Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee of sub lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any forest officer, of and above the rank of a Ranger having jurisdiction within the area referring to the lease and officers of the Revenue and the Police Departments, of and above the rank of an Amildar or Police Inspector respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

N.B.—Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidently. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 19 all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

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(*k*) No collection of Minor Forest Produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised right of inamdars.

(*m*) The lessee or sub-lessee has no right to the produce of trees on occupied lands and the village Amarayi as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce. Any such damage will be assessed by the Forest Range Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part, or both these penalties will be enforced at the discretion of the District Forest Officer or the Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as any arrear of land revenue. but shall not participate in any profits.

District Forest Officer.
District.

Seigniorage Rates on Firewood.

READ—

Government Order No. R. 14254-62—Ft. 199-20-4, dated 28th June 1921, fixing special rates of seigniorage at Rs. 2 per ton in Maidan and Rs. 1-8-0 per ton in Malnad districts, on fuel required on an extensive scale for commercial purposes.

2. Correspondence ending with letter No. 481, dated 7th February 1923, from the Conservator of Forests in Mysore, recommending on the petition of the Manager, Varada Tile Factory, Sagar, that the factory may be allowed concession rates at the rate of 6 annas per cart-load or 12 annas per ton for the removal of firewood from the forests.

ORDER No. I. C. 5901-3—Ft. 136-22-5, DATED 28TH MARCH 1923.

With a view to encourage tile manufacture in the Malnad, Government are pleased to reduce the rates of seigniorage on firewood required for such factories located in the Malnad, to 8 annas per cart-load or Re. 1 per ton, for a period of three years.

G. ARAVAMUDU IYENGAR,
Secretary to Government,
General Department.